REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/446/2023

Ankit Kumar Thakur …. Complainant

Vs.

M/s Grih Vatika Homes Pvt. Ltd. …. Respondent

PROJECT: **URMILA VATIKA**

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondent: Mr. Ankit Kumar, Advocate

06.05.2026 **O R D E R**

Learned counsel Mr. Punit Kumar on behalf the complainant and learned counsel Mr. Ankit Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant vide KYC dated 30.05.2015 booked a flat bearing no.101 on 1st floor, having an area of 1300 sq. ft. in the project Urmila Vatika, located at 70 feet road near IOC Patna, Bihar, on consideration amount of Rs.25,44,000/-, out of which the complainant made total payment of Rs.7,51,000/- through demand draft/cheque/cash, against which the respondent – company issued money receipts, which are kept on record. Thereafter, the complainant requested the respondent to execute the Agreement against the aforesaid booking of Flat no.101 but the respondent did not execute the same on one pretext or the other in spite of the fact that initial payment made was more than 10% of the consideration amount. He further submits that the respondent had assured to complete the project and handover the flat within three years with six months grace period from the date of the development agreement dated 26.11.2013, but till date neither the respondent offered for delivery of possession of the flat nor executed any registered agreement. He also submits that the complainant visited several times to the office of the respondent and requested for execution of the Agreement and delivery of possession of the flat but the respondent did not pay heed to his request. Hence, the complainant filed the instant complaint case for a direction to the

respondent to handover possession of the flat along with amenities and execute sale deed in favour of the complainant.

3. Learned counsel for the respondent submits that that the respondent was making every effort to complete the project but due to hindrance created by the landowner, the project could not be completed, which resulted in falling the project in the category of lapsed one. He further submits that the complainant had booked the flat under a one-time scheme and as per the commitment, the complainant was to pay the total consideration amount within fifteen days from the booking but he did not make payment which resulted in non-issuing of allotment letter. The complainant made total payment of Rs.7,51,000/- till 2020, out of consideration amount of Rs.25,44,000/-, which excludes GST/Service Tax. Since the payment was not made by the complainant as per the schedule, the complainant's booking was cancelled and the respondent is ready to refund the amount of the complainant. He also submits that the entire occurrence had occurred in the year, 2015, which is before coming into force of the RERA Act, 2016, and, therefore, this case is not maintainable. He also submitted in course of the proceeding dated 19.12.2025 that the respondent is taking appropriate action for carry on remaining work of the project.

4. Having heard learned counsel for the parties and perused the record, the Bench observes that the respondent does not dispute about booking of Flat no.101 on 1st floor, having an area of 1300 sq. ft., in the project Urmila Vatika, located at 70 feet road near IOC Patna, Bihar, on consideration amount of Rs.25,44,000/-, out of which the complainant made total payment of Rs.7,51,000/-. The Bench further observes that the project falls in the category of the lapsed one. However, the respondent's counsel during the proceeding dated 19.12.2025 submitted that the respondent is taking appropriate action to get the registration of the project extended and complete the remaining work of the project. The Bench further observes that since only KYC was executed between the parties without got

mentioning onetime payment plan, the receiving of more than 10% consideration amount without execution of the registered agreement deed is violation of Section 13(1) of the RERA Act, 2016 by the respondent.The Bench also observes that the respondent did not issue any demand letter and cancellation letter when the complainant, as claimed, did not make payment as per schedule as no such documents are brought on record by the respondent and, therefore, the stand taken for cancellation of booking cannot be allowed and the same stand rejected. The Bench also observes that the last payment was made to the respondent in the year 2020, which is after coming into force of the RERA Act, 2016, so the question raised on behalf of the respondent on maintainability of the instant case is not fit to be taken into consideration and, accordingly, the same also stands rejected.

5.Taking into consideration the aforesaid facts and the observations made above, the Bench directs the respondent company and its Directors namely Anita Kumari and Khooshbu Jha to complete the project and deliver possession of Flat no.101 on 1st floor, having an area of 1300 sq. ft., in the project Urmila Vatika, along with amenities to the complainant and execute the sale deed in favour of the complainant after completing all the legal formalities within sixty days of this order and at the same time the complainant is also directed to make payment of remaining amount along with GST and interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the remaining amount from the date which became due to be paid till the date of payment to the respondent after handing over possession of the flat and before execution of the sale deed.

6. **With the aforesaid observations and directions, this case is disposed of.**

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.